BILL NO. S-88-12-12

SPECIAL ORDINANCE NO. S-189-88

AN ORDINANCE approving the awarding of Reference #1353 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and Stoneco, Hixson, Canyon Sand, Stone St., Klink Trucking, Old Prairie, France and Brudi for various departments of the City of Fort Wayne through the Street Department.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #1353 between the City of Fort Wayne, by and through its Department of Purchasing and Stoneco, Hixson, Canyon Sand, Stone St., Klink Trucking, Old Prairie, France and Brudi for various departments of the City of Fort Wayne through the Street Department, respectfully for:

> the purchase of aggregates for 1989 for various departments of the City of Fort Wayne through the Street Department

involving a total cost of One Hundred Eighty-Seven Thousand and no/100 Dollars ($187,000.00), all as more particularly set forth in said Reference #1353 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Samuel J. Talarico
Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

REFERENCE NO. 1353
STREET DEPARTMENT
AGGREGATES

ZONE 1/DELIVERED

DESCRIPTION	STONECO	HIXSON	CANYON	STONE ST	KLINK
CRUSHED LIMESTONE					
1, 2, 10F	$5.55	$5.45		$6.30	$5.45
53, 73	$5.55	$5.45		$6.20	$5.45
4, 5	$5.95	$5.80		$6.65	$5.80
7, 8, 9	$6.30	$6.00		$6.85	$6.00
11	$6.55	$6.20		$7.15	$6.50
12	$5.70	$6.20			$6.50
RIP RAP	$5.55	$5.75		$6.30	$5.75
SAND					
14-2	$6.20	$4.25	$5.50		$4.35
17	$8.20	$6.35	$7.80		$8.50
SAND FILL		$4.00			$4.35
GRAVEL					
12	$8.30	$6.95	$7.00		$7.00
4			$7.00		$9.50
BANK GRAVEL SCREENED		$5.15	$5.50	$5.15	$4.35
BANK GRAVEL UNSCREEN		$4.75	$5.50		$4.00
CRUSHED GRAVEL		$6.35			$6.00
B-BORROW		$4.00	$5.90	$5.15	$4.35
TOP SOIL					
SCREENED			$10.50		$10.50
UNSCREENED		$8.90	$9.50		$8.90
BLACK DIRT					$14.00
SANDY LOAM		$8.90	$9.50		$8.90
FILL DIRT		$4.00	$4.50	$3.95	$4.00
PUG MILL					

REFERENCE NO. 1353
STREET DEPARTMENT
AGGREGATES

ZONE 2/DELIVERED

DESCRIPTION	STONECO	HIXSON	CANYON	STONE ST	KLINK
CRUSHED LIMESTONE					
1, 2, 10F	$6.05	$5.45		$5.80	$5.45
53, 73	$6.05	$5.45		$5.74	$5.45
4, 5	$6.45	$5.80		$6.25	$5.80
7, 8, 9	$6.80	$6.00		$6.40	$6.00
11	$7.05	$6.20		$6.75	$6.05
12	$6.20	$6.20			$6.05
RIP RAP	$6.05	$5.75		$5.80	$5.75
SAND					
14-2	$6.70	$4.25	$4.75		$3.95
17	$8.70	$6.35	$6.80		$8.50
SAND FILL		$4.25			$3.95
GRAVEL					
12	$8.80	$6.95	$6.50		$7.00
4			$6.50		$9.50
BANK GRAVEL SCREENED		$5.15	$4.95	$4.75	$4.35
BANK GRAVEL UNSCREEN		$4.75	$4.80		$4.00
CRUSHED GRAVEL		$6.35			$6.00
B-BORROW		$4.00	$5.90	$4.75	$3.95
TOP SOIL					
SCREENED			$10.75		$10.50
UNSCREENED		$8.90	$9.30		$8.90
BLACK DIRT					$14.00
SANDY LOAM		$8.90	$9.30		$8.90
FILL DIRT		$4.00	$3.75	$3.75	$4.00
PUG MILL					

REFERENCE NO. 1353
STREET DEPARTMENT
AGGREGATES

ZONE 3/DELIVERED

DESCRIPTION	STONECO	HIXSON	CANYON	STONE ST	KLINK
CRUSHED LIMESTONE					
1, 2, 10F	$6.15	$5.80		$6.30	$5.80
53, 73	$6.15	$5.80		$6.20	$5.80
4, 5	$6.55	$6.10		$6.65	$6.10
7, 8, 9	$6.90	$6.30		$6.85	$6.30
11	$7.15	$6.70		$7.15	$6.80
12	$6.30	$6.70			$6.80
RIP RAP	$6.15	$6.05		$6.30	$6.05
SAND					
14-2	$6.80	$4.25	$5.00		$4.35
17	$8.80	$8.50	$7.50		$8.50
SAND FILL		$4.35			$4.35
GRAVEL					
12	$8.90	$6.95	$7.00		$7.00
4			$7.00		$9.50
BANK GRAVEL SCREENED		$5.15	$4.75	$5.15	$4.35
BANK GRAVEL UNSCREEN		$4.75	$4.25		$4.00
CRUSHED GRAVEL		$6.35			$6.00
B-BORROW		$4.35	$5.90	$5.15	$4.35
TOP SOIL					
SCREENED			$10.50		$10.50
UNSCREENED		$8.90	$9.50		$8.90
BLACK DIRT					$14.00
SANDY LOAM		$8.90	$9.50		$8.90
FILL DIRT		$4.00	$3.75	$3.95	$4.00
PUG MILL					

REFERENCE NO. 1353
STREET DEPARTMENT
AGGREGATES

ZONE 4/DELIVERED

DESCRIPTION	STONECO	HIXSON	CANYON STONE	ST KLINK
CRUSHED LIMESTONE				
1, 2, 10F	$6.65	$6.15	$6.30	$6.15
53, 73	$6.65	$6.15	$6.20	$6.15
4, 5	$7.05	$6.45	$6.65	$6.45
7, 8, 9	$7.50	$6.85	$6.85	$6.65
11	$7.65	$7.15	$7.15	$7.15
12	$6.80	$7.15		$7.15
RIP RAP	$6.65	$6.40	$6.30	$6.40
SAND				
14-2	$7.30	$4.25	$5.00	$4.35
17	$9.30	$8.50	$7.50	$8.50
SAND FILL		$4.35		$4.35
GRAVEL				
12	$9.40	$6.95	$7.00	$7.00
4			$7.00	$9.50
BANK GRAVEL SCREENED		$5.15	$4.75	$5.15 $4.35
BANK GRAVEL UNSCREEN		$4.75	$4.25	$4.00
CRUSHED GRAVEL		$6.35		$6.00
B-BORROW		$4.35	$5.90	$5.15 $4.35
TOP SOIL				
SCREENED			$10.50	$10.50
UNSCREENED		$8.90	$9.50	$8.90
BLACK DIRT				$14.00
SANDY LOAM		$8.90	$9.50	$8.90
FILL DIRT		$4.00	$3.75	$3.95 $4.00
PUG MILL				

REFERENCE NO. 1353
STREET DEPARTMENT
AGGREGATES

LOCATION A/PICKED UP

DESCRIPTION	STONECO	HIXSON	CANYON	STONE ST	KLINK	OLD PRAIRIE	FRANCE	BRUDI
CRUSHED LIMESTONE								
1, 2, 10F	$3.60			$3.65	$7.50		$3.55	
53, 73	$3.60			$3.54	$7.50		$3.55	
4, 5	$4.00			$4.00	$7.80		$3.90	
7, 8, 9	$4.35			$4.20	$8.00		$4.10	
11	$4.60			$4.50	$8.60		$4.20	
12	$3.75				$8.60		$4.20	
RIP RAP	$3.60			$3.65	$7.85		$3.55	
SAND								
14-2	$4.25	$3.25	$2.80		$5.70	$2.50		$2.75
17	$6.25	$4.50	$6.90		$9.85			
SAND FILL		$2.00	$2.25		$5.70	$1.65		$2.00
GRAVEL								
12	$6.35	$4.50	$4.00		$8.35	$4.00		
4			$4.00		$10.85	$6.50		
BANK GRAVEL SCREENED		$3.15	$2.75	$2.50	$5.70	$1.65		$2.00
BANK GRAVEL UNSCREEN		$2.75	$2.25		$5.35	$1.50		$1.75
CRUSHED GRAVEL		$4.35			$7.35			
B-BORROW		$2.00	$2.70	$2.50	$5.70	$1.65	$4.20	$2.00
TOP SOIL								
SCREENED			$10.75		$11.85	$7.00		$7.75
UNSCREENED		$6.75	$9.00		$10.25	$5.50		$5.25
BLACK DIRT					$15.35			
SANDY LOAM		$6.75	$9.00		$10.25	$7.00		
FILL DIRT		$2.00	$1.50	$1.20	$5.35	$2.00		$1.75
PUG MILL							$1.00	

STONECO,7320 L. HUNTINGTON RD
HIXSON, SR 205/C. RD. 7
CANYON, KELL RD PIT
STONE ST, POE QUARRY
KLINK, 4820 INDUSTRIAL RD
OLD PRAIRIE, 5833 SMITH RD
FRANCE, 6100 ARDMORE AVE
BRUDI, PIT 4, CEDAR CANYON

REFERENCE NO. 1353
STREET DEPARTMENT
AGGREGATES

LOCATION B/PICKED UP

DESCRIPTION	FRANCE	BRUDI
CRUSHED LIMESTONE		
1, 2, 10F	$3.55	
53, 73	$3.55	
4, 5	$3.90	
7, 8, 9	$4.15	
11	$4.20	
12	$4.20	
RIP RAP	$3.55	
SAND		
14-2	$5.35	
17		
SAND FILL		$2.00
GRAVEL		
12		
4		
BANK GRAVEL SCREENED		
BANK GRAVEL UNSCREEN		
CRUSHED GRAVEL		
B-BORROW	$3.75	$2.00
TOP SOIL		
SCREENED		
UNSCREENED		
BLACK DIRT		
SANDY LOAM		
FILL DIRT		
PUG MILL		

FRANCE, WOODBURN PLANT
BRUDI, PIT 3, BROOKS RD

Read the first time in full and on motion by Talarico, seconded by Redd, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council ~~Conference Room 128, City-County~~ Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 12-13-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico, seconded by Redd, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	8			1
BRADBURY	✓			
BURNS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG				✓
REDD	✓			
SCHMIDT	✓			
STIER	✓			
TALARICO	✓			

DATED: 12-27-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ (APPROPRIATION) (GENERAL) (SPECIAL) ~~(ZONING~~ MAP) ORDINANCE ~~RESOLUTION~~ NO. S-189-88 on the 27th day of December, 19 88,

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL

Thomas P. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of December, 19 88, at the hour of 11:00 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 5th day of January, 19 89, at the hour of 2:50 o'clock P.M.,E.S.T.

PAUL HELMKE, MAYOR

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE 11-22-88 @ 11:00 AM BID REFERENCE # 1353

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR Aggregates including: Stone, Gravel, Sand, etc 1988/89 requirements for the City Of Fort Wayne

AND REQUESTED BY City of Ft Wayne Street Dept

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A $500.00 BID BOND OF ALL BIDDERS.
THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ %
IF PAID WITHIN _____ DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Stoneco, Inc.
STREET ADDRESS 201 So. Thomas Rd.
CITY Fort Wayne, IN. 46808
BY Marvella S. Overfield PHONE 432-8886
REPRESENTATIVE SIGNATURE

Stone

STATE PRICE PER TON

CRUSHED LIMESTONE	DELIVERED ZONE NO.1	ZONE NO.2	ZONE NO.3	ZONE NO.4	PICKED UP AT: BIDDERS LOCATION "A"	"B"	"C"
1, 2, 10F	$5.55	$6.05	$6.15	$6.65	$3.60		
53, 73	5.55	6.05	6.15	6.65	3.60		
4, 5	5.95	6.45	6.55	7.05	4.00		
7, 8, 9 (TYPE "O")	6.30	6.80	6.90	7.50	4.35		
11, ~~12~~ (TYPE "O")	6.55	7.05	7.15	7.65	4.60		
12 (Type "o")	5.70	6.20	6.30	6.80	3.75		
RIP RAP (STATE 12)	5.55	6.05	6.15	6.65	3.60		
SAND							
14-2	6.20	6.70	6.80	7.30	4.25		
17	8.20	8.70	8.80	9.30	6.25		
SAND FILL							
GRAVEL							
12, ~~4~~	8.30	8.80	8.90	9.40	6.35		
BANK GRAVEL SCREENED							
BANK GRAVEL UNSCREENED							
CRUSHED GRAVEL 53, 73							
B-BORROW							
TOP SOIL							
TOP SOIL SCREENED							
TOP SOIL UNSCREENED							
BLACK DIRT							
SANDY LOAM							
FILL DIRT							
PUG MILL							

PS - 2

PLEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIAL:

LOCATION "A": 7320 Lower Huntington Road, Fort Wayne, IN. 46819

LOCATION "B": _____

LOCATION "C": _____

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of $ unknown . (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

As needed by the Street Dept.

___ 2. Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or "X".)

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the times spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $_____ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: November 22, 1988

1. Governmental Unit: City of Fort Wayne, Street Department
2. County: Allen
3. Bidder (Firm): Stoneco, Inc.
   Address: 201 So. Thomas Rd. P.O. Box 12349
   City/State: Fort Wayne, IN. 46863-2349
4. Telephone Number: 219-432-8886
5. Agent of Bidder (If applicable): Marvella S. Overfield, Office Manager

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Marvella S Overfield
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
_____ COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Stoneco, Inc.
Bidder (Firm)

Marvella S Overfield
Signature of Bidder or Agent

Subscribed and sworn to before me this 22nd day of November, 19 88.

My Commission Expires: 12-2-91

County of Residence: Allen

Bette L McKinney
Notary Public

Bette L. McKinney
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

ATTACHMENT A

MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A._____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B._____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision), shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ____%. (Cross out inapplicable provision.)

C. The undersigned commits 0 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.			
2.			
3.			

D. The undersigned commits 10 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.	Marlene Miller Trucking	6315 Reserve Line Rd. Fort Wayne, IN. 46809	Hauling
2.			
3.			

ATTACHMENT A CONT'D

E. Complete (1.) and (2.) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: Hauling is the only item that can be subcontracted on this contract. This work is to be performed over the 1989 construction season, no schedule as to when and quantities.

2. We have taken the following steps in an attempt to comply with these participation goals: Work that can be subcontracted, under these conditions, will be, all other work to be performed by own forces. We have figured in our bid for a WBE hauler.

(Attach additional sheets as necessary.)

Contractor: Stoneco, Inc.
By: Marvella S. Overfield
Its: Office Manager

Contractor: _____
By: _____
Its: _____

ATTACHMENT C

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Stoneco, In, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Stoneco, Inc, that Stoneco, Inc does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 17 day of November, 1988.

Stoneco Inc
(Name of Bidder/Vendor)

Larry Smith Director Human Res.
(Name and Title of Person Signing)

ATTACHMENT D CONT'D

CITY OF FORT WAYNE
AFFIRMATIVE ACTION PROGRAM

Name of Company Tenneco, Inc

Address 201 S. Thomas Rd. City Fort Wayne

Zip 46808 Phone 432-8886

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

LARRY EMCH E.E.O. OFFICER

PLEASE PRINT Title

Date Nov 18, 1988 Signature Larry Emch

1. Does your firm have a written Affirmative Action Program? X Yes _____ No

   A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.

   B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? _____ Yes _____ No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? X Yes _____ No

3. Current number of employees 39
   Number of employees as of October 1987 25 January 1988 25 April 1988 29 and July 1988 39.

4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL
OPERATING ENGINEER		22
TRUCK DRIVERS		9
OFFICE & CLERICAL		3
TECHNICIANS		1
MANAGERS		4

EMPLOYEES BY RACE/ETHNICITY/SEX								
W		BLK		H		OTHER		(DESIGNATE)
M	F	M	F	M	F	M	F	
21						1		INDIAN (AI)
9								
	3							
1								
4								

Handicapped: _____ Yes ✓ No List Number 39

B – Black (not of Hispanic Origin) H – Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN – American Indian or Alaskan Native API – Asian or Pacific Islanders F – Females

ATTACHMENT D CONT'D

5. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.) _____
① NOT ENOUGH OPRORTUNITY TO HIRE
② TRUCK DRIVERS & ASPHALT PLANT OPERATORS ARE HIRED THROUGH LOCAL UNION HALLS

6. List minority recruitment sources: See attached

7. Does your company anticipate an increase in employment this year? ____Yes _X_ No
Approximately how many? _____

8. What specific goals can you achieve for the employment of minorities during 1987–88?

A. Officials and Managers _____ %
B. Professionals _____ %
C. Technicians _____ %
D. Sales Workers _____ %
E. Office and Clerical _____ %
F. Skilled Craftsmen _____ %
G. Other _____ %

WE DO NOT ANTICIPATE ANY NEW HIRES FOR THE REMAINDER OF THE YEAR

9. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of STONECO INC that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy STONECO INC will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The EMPLOYER, STONECO will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

STONECO INC — 11/18/88
Name of Company or Firm — Date

J. T. Bearss
Signature of Highest Company Official

J. T. BEARSS PRESIDENT
Name and Title of Signer (Please type or Print)

REFERRAL AGENCIES - FORT WAYNE AREA

Adams Township Trustee
Lincoln Highway, East
New Haven, IN 46774
ATTN:
(219) 749-4162

Benito Juarez Cultural Center
2905 South Calhoun
Fort Wayne, IN 46802
ATTN:
(219) 744-5129

Cedar Creek Township Trustee
18420 Tonkel Road
Auburn, IN 46706
ATTN:
(219) 627-5695

Fort Wayne Urban League
Work Release Center
226 E. Washington Blvd.
Fort Wayne, IN 46802
ATTN:
(219) 422-9489

Fort Wayne Women's Bureau, Inc.
203 West Wayne Street
Fort Wayne, IN 46802
ATTN:
(219) 424-7977

Operation Bread Basket
1010 East Pontiac
Fort Wayne, IN 46803
ATTN:
(219) 745-5176

Perry Township Trustee
1827 Apollo Drive
Fort Wayne, IN 46
ATTN:
(219) 637-3394

ATTACHMENT D CONT'D

STATISTICAL INFORMATION
FOR
AFFIRMATIVE ACTION/CONTRACT COMPLIANCE

STONECO INC
Name of Contractor or Supplier

Larry Emch
(Information Given By)

Address And Telephone Number

Larry Emch
(Person Filling Out This Form And Date)

EEOC CATEGORY	EMPLOYEES BY RACE/ETHNICITY/SEX									HANDICAPPED EMPLOYEES									TOTAL EMPLOYEES
	W		BLK		H		Other			W		BLK		H		Other			
	M	F	M	F	M	F	M	F	(Designate)	M	F	M	F	M	F	M	F	(Designate)	
1. OFFICAL & ADMINISTRATORS	4																		4
2. PROFESSIONALS																			
3. TECHNICIANS	1																		1
4. OPERATIVES																			
5. LABORER																			
6. OFFICE AND CLERICAL		3																	3
7. SKILLED CRAFT WORKERS	30						1		AI										31
8. SERVICE-MAINTENANCE WORKERS																			
9. SALES WORKERS																			
TOTALS	35	3					1												39
PERCENTAGES	89.7	7.7					2.6												

STONECO INC.
COMPANY HIRING AND EMPLOYMENT POLICIES

Hiring

It is the policy of our Company to hire and employ qualified, reliable and productive employees without regard to race, color, sex, religion, national origin, ancestry, age, handicap or Vietnam Era Veteran status.

It is the policy of our Company to conform to legal hiring and referral procedures when a part of a labor agreement to which our Company is a party.

When hiring employees directly, it is the policy of the Company to give equal consideration to all applicants without regard to race, color, sex, religion, national origin, ancestry, age, handicap or Vietnam Era veteran status, or union membership. It is the policy of our Company to not question a job applicant concerning race, color, sex, religion, national origin, ancestry, age, handicap or Vietnam Era veteran status.

Actual Employment

It is the policy of our Company to be fair, considerate and firm with all employees, to expect and receive a fair day's work for a fair day's pay without favoritism or consideration to an employee's race, color, sex, religion, national origin, ancestry, age, handicap or Vietnam Era veteran status, or relationship to employee or supervisor.

Policy of Company With Subcontractors or Union

It is the policy of our Company to take affirmative action against employee discrimination on the part of subcontractors or labor unions with whom we have labor agreements.

Discharge or Layoff of Employees

Discharge of employees for cause, ability or work performance shall not be influenced by an employee's race, color, sex, religion, national origin, ancestry, age, handicap or Vietnam Era veteran status. When discharging an employee for cause, notation shall be made on employee's work record with Company.

Layoff of employees due to lack of work shall be based solely on need, work performance and work ability.

Employment of Minors

Due to the generally hazardous working conditions of construction and special conditions of employment under State law, no minor under eighteen (18) years of age shall be employed by our Company for production work.

Physical Requirements for Employment

While it is not practical in construction work to require pre-employment physical examinations, it shall be our Company policy due to strenuous and hazardous conditions of construction work and not wishing to further aggravate physical ailments, not to hire persons with known serious ailments such as heart conditions, bad backs, epilepsy, recurring hernia or other such ailments.

Cooperation With Government Agencies of Employment Requirements

It shall be the policy of our Company to cooperate with governmental agencies, federal, state or local, who have the responsibility to observe our actual comoliance with various laws relating to employment. The supervisor shall immediately report any such governmental agencies' hiring and employment procedure inspections to his supervisor so our Company may cooperate fully with such agency.

Larry Emch 11/18/88

Signature Date

Larry Emch
Equal Employment Opportunity Officer

LE:mjg

EQUAL EMPLOYMENT OPPORTUNITY POLICY

AND AFFIRMATIVE ACTION PROGRAM

OF

STONECO INC.

1. EQUAL OPPORTUNITY POLICY. The Equal Opportunity Policy of Stoneco Inc. is to hire qualified emoloyees without regard to race, color, sex, religion, national origin, ancestry, age, handicap or Vietnam Era veteran status, and to treat them equally with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

   It is the policy of our Company to conform to non-discriminatory legal hiring an referral procedures when a part of a labor agreement in which our Company is a participant.

   When hiring employees directly, it is the policy of our Company to give equal consideration to applicants without regard to race, color, religion, sex, national origin, ancestry, age, handicap or Vietnam Era veteran or union membership. It is the policy of our Company not to question a job applicant concerning his race, color, religion, sex, national origin, ancestry, age, handicap or Vietnam Era veteran status.

   Our Company further recognizes that the effective application of a policy of merit employment involves more than just a policy statement and will, therefore, undertake a program of affirmative action to make known that equal employment opportunities are available on the basis of individual merit and to encourage all persons to seek employment with our Company and to strive for advancement on this basis. Our Company, therefore, submits this Equal Employment Opportunity Policy and Affirmative Action Plan to reaffirm its continued commitment to a program of Equal Opportunity and Merit Employment policies.

2. EQUAL EMPLOYMENT OPPORTUNITY OFFICER. Our Company has appointed an Equal Employment Opportunity Officer with the responsibility to implement our Equal Employment Opportunity Policy and Affirmative Action Program.

   This official will coordinate efforts of department heads and advise and assist top management. They shall regularly report to the president of our Company concerning the state

of progress, with recommendations when appropriate. Our Equal Employment Officer is well versed in the federal, state and local rules and regulations concerning Equal Employment Opportunity, and follows the publication "Procedures Manual for Affirmative Action in Equal Employment Opportunity".

The Equal Employment Opportunity Officer for our Company is:

Name Larry Emch
Business (419) 893-8731
Home

3. COMPANY PERSONNEL STAFF. We assure that our Equal Employment Opportunity Policy and Affirmative Action Program is adhered to by those of our supervisory personnel who are authorized to hire, supervise, promote and discharge employees, or who recommends such actions. Our Company has submitted a copy of our Equal Employment Opportunity and Affirmative Action Program to our supervisory personnel, and has been assured by them that they understand this statement and program. It is also the policy of our Company to review our Affirmative Action Program and Equal Employment Opportunity posture when we conduct supervisory meetings.

All supervisory personnel have been notified to contact our Equal Employment Opportunity Officer if they have a question in the interpretation of our policy.

4. EMPLOYMENT. Advertisements for qualified personnel shall contain the notation "An Equal Opportunity Employer" and will be inserted in newspapers having a large general circulation in the project area and among minority groups. As each new project commences, the project superintendents will be directed by our Equal Employment Opportunity Officer to make all employees on the project site aware of our Equal Employment Opportunity Policy. In addition to Equal Employment Opportunity notices and posters on the project site, we will assign a project Equal Employment Opportunity Officer, whose responsibility will be to see that the Company policy is implemented.

Preliminary recruitment will be done through the respective unions on a non-discriminating bases. The unions have inserted in our agreements a non-discrimination clause concerning Equal Employment Opportunity. Our Company, when hiring

on the project or office site, will hire qualified applicants who apply for work on the job without regard to race, color, sex, religion, national origin, ancestry, age, handicap or Vietnam Era veteran status. We shall also encourage our current employees to refer to us qualified minority group employees. A non-union applicant who is hired will be required to join the union having jurisdiction over the position in accordance with the various labor contracts. Our Company will notify such outside recruitment organizations as Urban Leagues, Community Relations Boards and State Employment Services of our needs for qualified personnel. In addition, when our Company is notified of available qualified applicants from any of these organizations, or other organizations, then personal contact will be made with the interested individuals. However, due to the generally hazardous working conditions of construction and special conditions of employment under state law, no minor under eighteen years of age shall be employed by our Company for production work.

We also assure that wages, working conditions and employee benefits are and will continue to be determined and administered on a non-discriminatory basis. Our Equal Employment Opportunity Officer will periodically review the wage rates and employee benefits and working conditions to make sure that they are being administered on a non-discriminatory basis.

We also assure that upgrading, promotions, transfers, demotions, layoffs and terminations of employment will be made without regard to race, color, religion, sex, national origin, andestry, age, handicap or Vietnam Era veteran status. When discharging an employee for cause, notation shall be made on the employee's work record.

Layoff of employees due to lack of work shall be based solely on need, work performance and work ability. When any supervisory personnel has questions concerning the above, they have been notified to contact our Company's Equal Employment Opportunity Officer for advice.

5. APPRENTICESHIP AND TRAINING. Our Company shall evaluate minority group qualifications to determine whether their skills and capabilities may be more fully utilized at higher job levels or would warrant their transfer to other types of jobs more readily leading to advancement. We shall encourage qualified minority group personnel interested in upgrading themselves in the various trades to enter apprenticeship programs.

6. UNIONS. It is the policy of our Company to take affirmative action against employee discrimination on the part of labor unions with whom we have labor agreements. We shall diligently attempt, in conjunction with the labor unions, where applicable, to obtain minority group representation in all trades on the job and in all phases of work. Our Company will assist and direct applicants who are interested in an Operating Engineers' career, in getting them registered in the local Operating Engineers' referral system, without regard to race, color, religion, sex, national origin, ancestry, age, handicap or Vietnam Era veteran status. Our Company is willing to employ minority group journeymen and apprentices in the Operating Engineers field or any other craft, and we will also ask for their assistance in obtaining the names of other interested minority group individuals who wish to enter the construction field.

7. SUBCONTRACTS. Our Company shall solicit bids from qualified, reliable subcontractors, without regard to the subcontractors' race, color, religion, sex, national origin, ancestry, age, handicap or Vietnam Era veteran status. We will also request a list from the Department of Transportation of prequalified minority group subcontractors who are registered with said Department.

   We shall agree not to award any subcontracts until the subcontractor has submitted a prequalification statement pursuant to Executive Order, Interim 7-2, the statement has been approved by the Department of Transportation and concurred to by the Federal Highway Administration; and the subcontractor's proof of prequalification statement has been incorporated into the subcontract as a contractual obligation of the subcontractor. We shall diligently assist our subcontractors to become prequalified with regards to the Equal Employment Opportunity Program. We will also assist them in processing their prequalification statement with the Department of Transportation.

8. THE SUBCONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY OFFICER. He will have the responsibility of reporting periodically to our Company Equal Employment Opportunity Officer for the purpose of assuring the subcontractor's compliance with his prequalification statement and affirmative action program. Our Company's Equal Employment Opportunity Officer will assist the subcontractor's compliance officer in his endeavor to comply with the Equal Employment Opportunity Program.

9. PROGRAM MONITORING. Our Equal Employment Opportunity Officer will make periodic checks and surveys of our Company program and of the subcontractors' programs to assure that compliance

is being achieved. It is the policy of our Company to discuss our affirmative action program at all supervisory meetings so that we may obtain an up to date progress report. There will also be personal meetings between our Company's Equal Employment Opportunity Officer and the project Equal Employment Opportunity Officer and/or Officers to review posture and obtain suggestions on how to improve our affirmative action program.

10. RECORDS AND REPORTS. Our Company agrees to keep such records as are necessary to determine compliance with, and progress under, our Equal Opportunity Program.

The records kept will be designed to indicate (1) the number of minority group members employed in each work classification during each period of contract performance; (2) to the extent permissible under State law, the name and address of each minority group applicant for employment who was not hired and the reason therefore; (3) the progess being made in cooperation with the unions to increase minority group employment opportunities; (4) the progress being made in locating, hiring, training, qualifying and upgrading minority group employees; (5) the progress being made in securing minority group subcontractors; and (6) the general progress being made by each of our regularly used subcontractors under their equal opportunity program. All such records will be retained for a period of three years following completion of the contract work, and will be available at reasonable times and places for inspection by authorized representatives of the Department of Transportation, the Federal Highway Administration, et al.

Our Company agrees to submit a progress report to the Department of Transportation on a monthly basis for the first three (3) months after construction begins and thereafter upon request for the duration of the project, outlining the total number of employees engaged in each work classification required by the contract work, and the number of minority group employees currently engaged in each work classification required by the contract work.

Signature

Equal Employment Opportunity Officer
Title

2/8/88
Date

ATTACHMENT C

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: November 22, 19 88

Stoneco, Inc.
Name of Bidder

By: Marvella L Overfield

Title: Office Manager

Official Address: (including zip code)

201 So. Thomas Rd. P.O. Box 12349

Fort Wayne, IN. 46863-2349

BID OR PROPOSAL BOND

THE CINCINNATI INSURANCE COMPANY

CINCINNATI, OHIO

KNOW ALL MEN BY THESE PRESENTS, THAT WE, STONECO, INC.
201 S. Thomas Road
Fort Wayne, IN 46808

as principal, and *THE CINCINNATI INSURANCE COMPANY,* a Corporation organized under the laws of the State of Ohio and licensed to do business in the State of Indiana, as surety, are held and firmly bound unto

CITY OF FORT WAYNE
Street Department
Fort Wayne, IN

as obligee, in the penal sum of Five Hundred and 00/100 - - - - - - - - - - - - - - - - - - DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 22nd day of November 1988

WHEREAS the said principal is herewith submitting proposal for

Providing aggregate stone for 1989

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein for acceptance (60 days if no period is specified) and the Principal shall enter into a contract with the said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the period specified (30 days if no period is specified); or if the Principal shall, in the case of failure to do so, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not to exceed the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

STONECO, INC.
(Principal) (Seal)

By: Marvella S. Overfield Office Manage
Marvella S. Overfield, (Title) Office Manager

THE CINCINNATI INSURANCE COMPANY

(Surety) (Seal)

By Donald R. Rush, Attorney-in-fact

S-2000
formerly S-686 (6/71)

THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint

Louis H. Andrews; Donald R. Rush; William G. Niezer; Gerald C. Kramer, Jr.;
Fred L. Tagtmeyer and/or Donald E. Douglass

of Fort Wayne, Indiana its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, in any amount.

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973:

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and Treasurer and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 14th day of June, 1984.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Daniel T. McCarthy
Senior Vice President

STATE OF OHIO)
COUNTY OF HAMILTON) ss:

On this 14th day of June, 1984, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Henry G. Berlon

HENRY G. BERLON, Attorney At Law
Notary Public State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio.
this 22nd day of November 19 88

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Robert J. Dumbaugh
Secretary and Treasurer

BN-1005 (6/84)

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE 11-22-88 @ 11:00 AM BID REFERENCE # 1353

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR Aggregates including: Stone, Gravel, Sand, etc 1988/89 requirements for the City Of Fort Wayne

AND REQUESTED BY City of Ft Wayne Street Dept

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A $500.00 BID BOND OF ALL BIDDERS.
THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: 0 %
IF PAID WITHIN 15 DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Klink Trucking, Inc.
STREET ADDRESS Route# 1, Box # 345
CITY Pleasant Lake, IN 46779
BY Michael A. Smith PHONE 219-587-9113
REPRESENTATIVE SIGNATURE 482-3474

Prescribed by the State Board of Accounts — Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: November 21, 1988

1. Governmental Unit: The Department of Purchasing
2. County: City of Fort Wayne
3. Bidder (Firm): Klink Trucking, Inc.
   Address: Route # 1, Box 3 345
   City/State: Pleasant Lake, Indiana 46779
4. Telephone Number: 219-587-9113 1-800-854-5005 219-482-3474
5. Agent of Bidder (If applicable): Michael Smith

Pursuant to notices given, the undersigned offers bid(s) to Dept. of Purchasing (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Michael A. Smith
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Steuben COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Klink Trucking, Inc
Bidder (Firm)

Michael A. Smith
Signature of Bidder or Agent

Subscribed and sworn to before me this 21st day of November, 1988.

My Commission Expires: 11-01-92

County of Residence: DeKalb

Kimberly Smith
Notary Public

Kimberly Smith
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

KLINK

BID REFERENCE #1353

STATE PRICE PER TON

	DELIVERED				PICKED UP AT: BIDDERS LOCATION		
	ZONE NO.1	ZONE NO.2	ZONE NO.3	ZONE NO.4	"A"	"B"	"C"
RUSHED LIMESTONE							
., 2, 10F	5.45	5.45	5.80	6.15	7.50		
53, 73	5.45	5.45	5.80	6.15	7.50		
., 5	5.80	5.80	6.10	6.45	7.80		
., 8, 9 (TYPE "O")	6.00	6.00	6.30	6.65	8.00		
1, 12 (TYPE "O")	6.50	6.05	6.80	7.15	8.60		
IP RAP (STATE 12)	5.75	5.75	6.05	6.40	7.85		
AND							
4-2	4.35	3.95	4.35	4.35	5.70		
7	8.50	8.50	8.50	8.50	9.85		
AND FILL	4.35	3.95	4.35	4.35	5.70		
RAVEL 12	7.00	7.00	7.00	7.00	8.35		
X 4	9.50	9.50	9.50	9.50	10.85		
ANK GRAVEL SCREENED	4.35	4.35	4.35	4.35	5.70		
ANK GRAVEL UNSCREENED	4.00	4.00	4.00	4.00	5.35		
RUSHED GRAVEL 53, 73	6.00	6.00	6.00	6.00	7.35		
-BORROW	4.35	3.95	4.35	4.35	5.70		
OP SOIL							
OP SOIL SCREENED	10.50	10.50	10.50	10.50	11.85		
OP SOIL UNSCREENED	8.90	8.90	8.90	8.90	10.25		
LACK DIRT	14.00	14.00	14.00	14.00	15.35		
ANDY LOAM	8.90	8.90	8.90	8.90	10.25		
ILL DIRT	.400	4.00	4.00	4.00	5.35		
G MILL	-	-	-	-	-		

PS - 2

LEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIAL:

OCATION "A": 4820 Industrial Road, Fort Wayne

OCATION "B":

OCATION "C":

Bond No.....

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE, MD. 21203*

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Klink Trucking, Inc., R.R. #1, Pleasant Lake, IN 46779

....., as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto City of Fort Wayne, IN Street Department

.....as Obligee, (hereinafter called the "Obligee"), in the sum of Ten percent (10%) of Bid Amount Dollars ($.....), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Limestone and Aggregate Materials

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd day of November A.D. 19 88

Kimberly Smith
Witness

Klink Trucking, Inc. (SEAL)
Principal

Wayne Klink Jr.
Wayne Klink, Jr. President
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

Michele A. Weaver
Witness

By Steven E. Reith (SEAL)
Title
Steven E. Reith (Attorney-in-Fact)

C325d—150M,
Approved by The American Institute of Architects,
A.I.A. Document No. A-310 February 1970 Edition.

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint David P. DeHayes, David J. Steffen, Steven E. Reith, Josephine Stackhouse and Richard P. Hormann, all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of David P. DeHayes, etal, dated, August 8, 1985.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 29th day of January, A.D. 1988

ATTEST: SEAL

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE } ss:

On this 29th day of January, A.D. 1988, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

CAROL J. FABER NOTARY PUBLIC BALTIMORE CITY

Carol J. Faber

Notary Public Commission Expires July 1, 1990

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 22nd day of November, 1988.

Christopher T. Maddox
Assistant Secretary

044-2955

ATTACHMENT C

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Klink Trucking, Inc., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Klink Trucking, Inc., that Klink Trucking, Inc. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 21 day of November, 1988.

Klink Trucking, Inc.
(Name of Bidder/Vendor)

Michael Smith Sales Michael A. Smith
(Name and Title of Person Signing)

ATTACHMENT D CONTINUED

CITY OF FORT WAYNE
AFFIRMATIVE ACTION PROGRAM

Name of Company Klink Trucking, Inc.

Address Route# 1, Box # 345 City Pleasant Lake, Indiana

Zip 46779 Phone (219) 587-9113 482-3474

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

Michael Smith (PLEASE PRINT) Sales (Title)

Date November 21, 1988 Signature Michael A. Smith

1. Does your firm have a written Affirmative Action Program? X Yes _____ No

   A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.

   B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? _____ Yes _____ No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? XX Yes _____ No

3. Current number of employees 70
   Number of employees as of October 1987 _____ January 1988 _____ April 1988 _____ and July 1988 _____

4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL	EMPLOYEES BY RACE/ETHNICITY/SEX								
			W		BLK		H		OTHER		(DESIGNATE)
			M	F	M	F	M	F	M	F	
clerical	250 - 500 per wk.		2	5							
management	500 - 700 "		3								
sales	450 - 950 "		2								
drivers	400 - 600 "		42		1		2				
mechanics	400 - 600 "		6								
dispatch	350 - 550 "		1	1							
officers	500 - 550 "		1	1							
janitorial	100 - 120 "		1								
loader operator	300 - 450 "		2								

Handicapped: _____ Yes ✓ No List Number _____

B - Black (not of Hispanic Origin) H - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI.AN - American Indian or Alaskan

ATTACHMENT D CONTINUED

STATISTICAL INFORMATION
FOR
AFFIRMATIVE ACTION/CONTRACT COMPLIANCE

Klink Trucking, Inc.
Name of Contractor or Supplier

Kimberly Smith
(Information Given By)

R#1, Box 345 Pleasant Lake, IN 46779
Address And Telephone Number 219-587-9113 482-3474

Kimberly Smith 11-21-88
(Person Filling Out This Form And Date)

EEOC CATEGORY	EMPLOYEES BY RACE/ETHNICITY/SEX									HANDICAPPED EMPLOYEES									TOTAL EMPLOYEES
	W		BLK		H		Other			W		BLK		H		Other			
	M	F	M	F	M	F	M	F	(Designate)	M	F	M	F	M	F	M	F	(Designate)	
1. OFFICAL & ADMINISTRATORS	4	1																	5
2. PROFESSIONALS	Ø																		
3. TECHNICIANS	Ø																		
4 OPERATIVES	Ø																		
5. LABORER	45		1		2														48
6. OFFICE AND CLERICAL	3	6																	9
7. SKILLED CRAFT WORKERS	Ø																		
8. SERVICE-MAINTENANCE WORKERS	6																		6
9. SALES WORKERS	2																		2
TOTALS	60	7	1		2														70
PERCENTAGES	86%	10%	1%		3%														100%

KLINK TRUCKING INC.

R.R.1, Pleasant Lake, Indiana 46779
Phone: (219) 587-9114
or
1-800-854-5005

November 21, 1988

AFFIRMATIvE ACTION

Klink Trucking Inc. represents and warrants that it does not discriminate in employment against any individual on the basis of race, color, creed, sex, natioanl origin or handicap.

Respectfully submitted.

Carol Klink, Sec

Klink Trucking Inc.
Carol Klink

ATTACHMENT E

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: Novmeber 21, 1988

Klink Trucking, Inc.
Name of Bidder

By: Michael A Smith

Title: Sales

Official Address: (including zip code)

Route # 1, Box # 345

Pleasant Lake, Indiana 46779

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE 11-22-88 @ 11:00 AM BID REFERENCE # 1353

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR Aggregates including: Stone, Gravel, Sand, etc 1988/89 requirements for the City Of Fort Wayne

AND REQUESTED BY City of Ft Wayne Street Dept

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A $500.00 BID BOND OF ALL BIDDERS.
THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ % IF PAID WITHIN _____ DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Old Prairie Products, Inc.
STREET ADDRESS 5833 Smith Rd.
CITY Fort Wayne, IN.
BY Allen L Poorman President PHONE 747-9141
REPRESENTATIVE SIGNATURE

Prescribed by the State Board of Accounts — Form No. 95 (Revised 1987

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 11/21/88

1. Governmental Unit: City of Fort Wayne
2. County: Allen
3. Bidder (Firm): Old Prairie Products, Inc.
   Address: 5833 Smith Rd.
   City/State: Fort Wayne, IN. 46809
4. Telephone Number: 747-9141
5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

† Allen L Poorman
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Allen COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Old Prairie Products, Inc
Bidder (Firm)

† Allen L Poorman
Signature of Bidder or Agent

Subscribed and sworn to before me this 21 day of Nov, 1988.

My Commission Expires: May 16, 1992

County of Residence: Wells

Michael J Ankenbruck
Notary Public

MICHAEL J ANKENBRUCK
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

Old Prairie

BID REFERENCE #1353

STATE PRICE PER TON

	DELIVERED				PICKED UP AT: BIDDERS LOCATION		
	ZONE NO.1	ZONE NO.2	ZONE NO.3	ZONE NO.4	"A"	"B"	"C"
CRUSHED LIMESTONE							
1, 2, 10F							
53, 73							
4, 5							
7, 8, 9 (TYPE "O")							
11, 12 (TYPE "O")							
RIP RAP (STATE 12)							
SAND							
14-2					2.50		
17							
SAND FILL					1.65		
GRAVEL							
12, 4					#12 4.00 #4 6.50		
BANK GRAVEL SCREENED					1.65		
BANK GRAVEL UNSCREENED					1.50		
CRUSHED GRAVEL 53, 73							
B-BORROW					1.65		
TOP SOIL							
TOP SOIL SCREENED					7.00		
TOP SOIL UNSCREENED					5.50		
BLACK DIRT							
SANDY LOAM					7.00		
FILL DIRT					2.00		
PUG MILL							

PLEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIAL:

LOCATION "A": 5833 Smith Rd., Fort Wayne, IN.

LOCATION "B":

LOCATION "C":

PS - 2

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of $ see Schedule of unit prices (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

pick up only

( ) 2. Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or "X".)

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the times spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $ n/a per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the

ATTACHMENT A

MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A._____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership -0- %.

For WBE specify percentage of women ownership -0- %.

B._____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____N/A_____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision), shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ____%. (Cross out inapplicable provision.)

C. The undersigned commits -0- % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.			
2.			
3.			

D. The undersigned commits -0- % of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.			
2.			
3.			

ATTACHMENT A CONT'D

E. Complete (1.) and (2.) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: ownership is 50% (wife) Meridith Poorman 50% husband Allen Poorman. Materials in this bid package are on a pick-up basis making it very difficult to comply at a competitive price.

2. We have taken the following steps in an attempt to comply with these participation goals: When bidding on a delivered basis, we have worked with both MBE's and WBE's and will continue to do so in the future.

(Attach additional sheets as necessary.)

Supplier ~~Contractor~~: Old Prairie Products, INC.

By: Allen L. Poorman
Allen L. Poorman

Its: President

Supplier ~~Contractor~~: Old Prairie Products, INC.

By: Meridith K. Poorman
Meridith K. Poorman

Its: Vice President/Secretary

ATTACHMENT C

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Old Prairie Products, Inc., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Old Prairie Products, Inc., that Old Prairie Products, Inc. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this _____ day of _____, 19__.

Old Prairie Products, Inc.
(Name of Bidder/Vendor)

Allen L Poorman
Allen L. Poorman, President
(Name and Title of Person Signing)

Subscibed & sworn to before me this 21 day of Nov 1988

My Commission Expires . May 16, 1992
County of Residence : Wells

Michael J Aukerbrock
NOTARY PUBLIC

MICHAEL J. AUKERBROCK

ATTACHMENT D CONT'D

CITY OF FORT WAYNE
AFFIRMATIVE ACTION PROGRAM

Name of Company Old Prairie Products, Inc

Address 5833 Smith Rd., P. O. Box 9055 **City** Fort Wayne, In.

Zip 46899 **Phone** 747-9141

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

Allen L. Poorman — President
PLEASE PRINT — *Title*

Date 11-21-88 **Signature** Allen L Poorman

1. Does your firm have a written Affirmative Action Program? X Yes ____ No

   A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.

   B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? X Yes ____ No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? X Yes ____ No

3. Current number of employees 4
   Number of employees as of October 1987 4 January 1988 4 April 1988 4 and July 1988 4

4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL	EMPLOYEES BY RACE/ETHNICITY/SEX								
			W		BLK		H		OTHER		(DESIGNATE)
			M	F	M	F	M	F	M	F	
~~operator/Service~~ maintenance	8:00 - 9.00	3	3								
office/clerical	5.00 - 6.50	1		1							

Handicapped: ____ Yes X No List Number 4

B - Black (not of Hispanic Origin) H - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN - American Indian or Alaskan Native API - Asian or Pacific Islanders F - Females

ATTACHMENT D CONT'D

5. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.) _____
The size of our operation does not necessitate an increase in our work force.

6. List minority recruitment sources: Indiana employment security divisions, manpower, newspapers, other companies in aggregate business.

7. Does your company anticipate an increase in employment this year? ____Yes __X__ No
Approximately how many ? _____

8. What specific goals can you achieve for the employment of minorities during 1987-88?

A. Officials and Managers	____	%
B. Professionals	____	%
C. Technicians	____	%
D. Sales Workers	____	%
E. Office and Clerical	____	%
F. Skilled Craftsmen	service & Maintenance 10% 20%	%
G. Other	____	%

none unless someone leaves Old Praire Prc The most likely area would be in the servi maintenance area for a part time person.

9. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of Old Prairie Products, Inc. that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy Old Prairie Products, In will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The officers of Old Prairie Products, Inc. will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

Old Prairie Products, Inc. — 11-21-88
Name of Company or Firm — Date

Allen L Poorman President
Signature of Highest Company Official

Allen L. Poorman, President
Name and Title of Signer (Please type or Print)

ATTACHMENT D CONT'D

STATISTICAL INFORMATION
FOR
AFFIRMATIVE ACTION/CONTRACT COMPLIANCE

Old Prairie Products, Inc.
Name of Contractor or Supplier

Allen L. Poorman
(Information Given By)

5833 Smith Rd. P.O. Box 9055 747-9141
Address And Telephone Number

Allen L. Poorman Nov. 21 98
(Person Filling Out This Form And Date)

EEOC CATEGORY	EMPLOYEES BY RACE/ETHNICITY/SEX									HANDICAPPED EMPLOYEES										TOTAL EMPLOYEES
	W		BLK		H		Other			W		BLK		H		Other				
	M	F	M	F	M	F	M	F	(Designate)	M	F	M	F	M	F	M	F	(Designate)	
1. OFFICAL & ADMINISTRATORS	1																			
2. PROFESSIONALS																				
3. TECHNICIANS (Supervisor)	1																			
4. OPERATIVES																				
5. LABORER																				
6. OFFICE AND CLERICAL		1																		
7. SKILLED CRAFT WORKERS (Operators)	2																			
8. SERVICE-MAINTENANCE WORKERS																				
9. SALES WORKERS																				
TOTALS	4	1																		5
PERCENTAGES	80	20																		100

OLD PRAIRIE PRODUCTS
P. O. Box 9055
FT. WAYNE, IN 46899

(219) 747-9141

PHONE 747-9141

P. O. BOX 9055
FORT WAYNE, INDIANA 46809

EQUAL OPPORTUNITY HIRING AND EMPLOYMENT POLICY

It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship and/or on-the-job training.

HIRING

It is the policy of our company to hire and employ qualified, reliable and productive employees without regard to race, color, creed, sex or national origin. When hiring employees it is the policy of the company to give equal consideration to all applicants without regard to race, color, creed, sex or national origin. It is the policy of our company to not question a job applicant concerning his race, color, creed, sex or national origin.

ACTUAL EMPLOYMENT

It is the policy of our company to be fair, considerate and firm with all employees, to expect and receive a fair day's work for a fair day's pay without favoritism or consideration to an employee's race, creed, sex, national origin or relationship of employee to supervisor.

POLICY OF COMPANY WITH SUBCONTRACTORS

It is the policy of our company to take affirmative action against employee discrimination on the part of subcontractors with whom we have agreements.

DISCHARGE OR LAYOFF OF EMPLOYEES

Discharge of employees for cause, ability or work performance shall not be influenced by an employee's race, color, creed, sex or national origin. When discharging an employee for cause, notation shall be made on the employee's work record with the company. Layoff of employees due to lack of work shall be based solely on need, work performance and work ability.

EMPLOYMENT OF MINORS

Due to generally hazardous working conditions of mining and special conditions of employment under state law, no minor under eighteen (18) years of age shall be employed by our company for production work.

PHYSICAL REQUIREMENTS FOR EMPLOYMENT

While it is not practical in mining work to require pre-employment physical examination, it shall be our company policy due to strenuous and hazardous conditions of mining work and not wishing to further aggravate physical ailments, not to hire persons with known serious ailments such as heart conditions, bad backs, epilepsy, hernia or other such ailments.

OLD PRAIRIE PRODUCTS
P.O. Box 9055
Fort Wayne, IN 46899

PHONE 747-9141

P. O. BOX 9055
FORT WAYNE, INDIANA 46809

EQUAL OPPORTUNITY HIRING AND EMPLOYMENT POLICY - continued

COOPERATION WITH GOVERNMENT AGENCIES OR EMPLOYMENT REQUIREMENTS

It shall be the policy of our company to cooperate with government agencies, federal, state and local, who have the responsibility to observe our actual compliance with various laws relating to employment. The supervisor shall immediately report any such governmental agencies hiring and employment procedure inspections to his supervisor so our company may cooperate fully with such agency.

OLD PRAIRIE PRODUCTS INC.

Allen L Poorman

Vice-President

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: Nov. 21, 1988

Old Prairie Products, Inc.
Name of Bidder

By: Allen L Poorman

Title: President

Official Address: (including zip code)

5833 Smith Rd.
P.O. Box 9055 (46899)
Fort Wayne Indiana 46809

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE 11-22-88 @ 11:00 AM BID REFERENCE # 1353

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR Aggregates including: Stone, Gravel, Sand, etc 1988/89 requirements for the City Of Fort Wayne

AND REQUESTED BY City of Ft Wayne Street Dept

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A $500.00 BID BOND OF ALL BIDDERS.
THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: zero %
IF PAID WITHIN 30 DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Stone-Street Quarries, Inc.
STREET ADDRESS 5536 Hoagland Road
CITY Hoagland
BY _____ PHONE (219) 639-6511
REPRESENTATIVE SIGNATURE
Larry Boost, President

Stone Street

BID REFERENCE #1353

STATE PRICE PER TON

	DELIVERED				PICKED UP AT: BIDDERS LOCATION		
RUSHED LIMESTONE	ZONE NO.1	ZONE NO.2	ZONE NO.3	ZONE NO.4	"A"	"B"	"C"
, 2, 10F	$6.30	5.80	6.30	6.30	3.65		
53, 73	6.20	5.74	6.20	6.20	3.54		
4, 5	6.65	6.25	6.65	6.65	4.00		
7, 8, 9 (TYPE "O")	6.85	6.40	6.85	6.85	4.20		
1, ~~1~~ (TYPE "O")	7.15	6.75	7.15	7.15	4.50		
IP RAP (STATE 12)	6.30	5.80	6.30	6.30	3.65		
AND							
4-2							
7							
AND FILL							
RAVEL							
2, 4							
ANK GRAVEL SCREENED	5.15	4.75	5.15	5.15	2.50		
ANK GRAVEL UNSCREENED							
RUSHED GRAVEL 53, 73							
-BORROW	5.15	4.75	5.15	5.15	2.50		
OP SOIL							
OP SOIL SCREENED							
OP SOIL UNSCREENED							
LACK DIRT							
ANDY LOAM							
ILL DIRT	3.95	3.75	3.95	3.95	1.20		
UG MILL							

LEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIAL:

OCATION "A": Poe Quarry 5536 Hoagland Road (Stone-Street Quarries, Inc.)

OCATION "B":

OCATION "C":

IS - 2

Prescribed by the State Board of Accounts — Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Bid Reference # 1353

Date: November 22, 1988

1. Governmental Unit: City of Fort Wayne
2. County: Allen
3. Bidder (Firm): Stone-Street Quarries, Inc.
   Address: P O Box 9246
   City/State: Fort Wayne, IN 46899
4. Telephone Number: (219) 639-6511
5. Agent of Bidder (If applicable): Larry Brost, President

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Signature of Bidder or Agent
Larry Brost, President

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

cf bid form PS-2 supplied by City of Fort Wayne

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Allen COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Stone-Street Quarries, Inc.
Bidder (Firm)
Larry Brost
Larry Brost, President
Signature of Bidder or Agent

Subscribed and sworn to before me this 21st day of Nov., 1988.

My Commission Expires: FEB 11, 1991

County of Residence: ALLEN

James C Furry
Notary Public

JAMES C FURRY
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

ATTACHMENT C

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Stone-Street Quarries, Inc., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Stone-Street Quarries, Inc., that Stone-Street Quarries, Inc. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 22nd day of November, 1988.

Stone-Street Quarries, Inc.
(Name of Bidder/Vendor)

Larry Brost
Larry Brost, President
(Name and Title of Person Signing)

ATTACHMENT D CONTINUED

STATISTICAL INFORMATION
FOR
AFFIRMATIVE ACTION/CONTRACT COMPLIANCE

Stone-Street Quarries, Inc.
Name of Contractor or Supplier

Larry Brost
(Information Given By)

P O Box 9246 Fort Wayne, IN 46899 639-6511
Address And Telephone Number

Larry Brost, 11-21-88
(Person Filling Out This Form And Date)

EEOC CATEGORY	EMPLOYEES BY RACE/ETHNICITY/SEX									HANDICAPPED EMPLOYEES										TOTAL EMPLO
	W		BLK		H		Other			W		BLK		H		Other				
	M	F	M	F	M	F	M	F	(Designate)	M	F	M	F	M	F	M	F	(Designate)	
1. OFFICAL & ADMINISTRATORS	1																			1
2. PROFESSIONALS																				0
3. TECHNICIANS																				0
4 OPERATIVES	8				2															10
5. LABORER	3				1															4
6. OFFICE AND CLERICAL		1																		1
7. ~~SKILLED CRAFT WORKERS~~ Manager	2																			2
8. SERVICE-MAINTENANCE WORKERS	1																			1
9. SALES WORKERS	0																			0
TOTALS	15	1			3															19
PERCENTAGES	79	5			16															

ATTACHMENT D CONTINUED

CITY OF FORT WAYNE
AFFIRMATIVE ACTION PROGRAM

Name of Company Stone-Street Quarries, Inc.

Address P O Box 9246 **City** Fort Wayne, IN

Zip 46899 **Phone** 639-6511

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

Larry Brost — President

PLEASE PRINT — *Title*

Date Nov. 21, 1988 ***Signature*** _____

1. Does your firm have a written Affirmative Action Program? _____ Yes __X__ No

   A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.

   B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? __X__ Yes _____ No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? __X__ Yes _____ No

3. Current number of employees 19

   Number of employees as of October 1987 16 January 1988 16 April 1988 16 and July 1988 22

4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL	EMPLOYEES BY RACE/ETHNICITY/SEX								
			W		BLK		H		OTHER		(DESIGNATE)
			M	F	M	F	M	F	M	F	
Officiers		1	1								
Managers	$35,000	2	2								
Clerks	6.30/hr	1		1							
Equipment Operators	$7.85-7.35	8					2				
Plant Operators	7.05 - 7.15	3	3								
Labor's	6.80	4	3				1				

Handicapped: _____ Yes __X__ No

List Number 3

B – Black (not of Hispanic Origin) H – Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI. AN – American Indian or Alaskan

5. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.) One minority person requested a winter layoff. We intend to rehire the person when we increase the workforce next spring.

6. List minority recruitment sources: Word of mouth from other minority employees.

7. Does your company anticipate an increase in employment this year? X Yes ____ No
Approximately how many? 3

8. What specific goals can you achieve for the employment of minorities during 1987-88?

A.	Officials and Managers	0 %
B.	Professionals	0 %
C.	Technicians	0 %
D.	Sales Workers	0 %
E.	Office and Clerical	0 %
F.	Skilled Craftsmen	10 %
G.	Other	0 %

9. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of Stone-Street Quarries, Inc. that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy Stone-Street Quarries, Inc. will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The Management will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

Stone-Street Quarries, Inc. — Name of Company or Firm
11-21-88 — Date

Larry Brost — Signature of Highest Company Official
Larry Brost, President

Name and Title of Signer (Please type or Print)

ATTACHMENT E

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: Nov. 21, 19 88

Stone-Street Quarries, Inc.
Name of Bidder

By: Larry Brost

Title: President

Official Address: (including zip code)

P O Box 9246

Fort Wayne, IN 46899

Bond No.....

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE, MD. 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, STONE-STREET QUARRIES, INC.

....., as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto CITY OF FORT WAYNE

.....as Obligee, (hereinafter called the "Obligee"), in the sum of FIVE HUNDRED AND 00/100---------- Dollars ($ 500.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for AGGREGATES FOR 1988-1989

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22ND day of NOBEMBER A.D. 1988

STONE-STREET QUARRIES, INC.

Joni Haynes
Witness

Larry Brust (SEAL)
Principal

President
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

Julia A. Durland
Witness

By N. Richard Boerger (SEAL)
N. RICHARD BOERGER *Title*
ATTORNEY-IN-FACT

C325d—150M,
Approved by The American Institute of Architects,
A.I.A. Document No. A-310 February 1970 Edition.

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint N. Richard Boerger, Ronald L. Wightman and Marc Cook, Jr., all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of N. Richard Boerger, etal, dated, June 9, 1986.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of November, A.D. 19 87

ATTEST: SEAL

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE } ss:

On this 16th day of November, A.D. 19 87, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

CAROL J. FADER NOTARY PUBLIC BALTIMORE CITY, MD

Carol J. Fader

Notary Public Commission Expires July 1, 1990

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 22nd day of November, 1988.

044-2974

Christopher T. Maddox
Assistant Secretary

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE 11-22-88 @ 11:00 AM BID REFERENCE # 1353

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR Aggregates including: Stone, Gravel, Sand, etc 1988/89 requirements for the City Of Fort Wayne

AND REQUESTED BY City of Ft Wayne Street Dept

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THIS BID REQUIRES A $500.00 BID BOND OF ALL BIDDERS.
THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ % IF PAID WITHIN _____ DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME The France Stone Co.
STREET ADDRESS 6100 Ardmore Ave
CITY Ft. Wayne, In.
BY Andy Kunz PHONE 747-3105
REPRESENTATIVE SIGNATURE

Frank

BID REFERENCE #1353

STATE PRICE PER TON

CRUSHED LIMESTONE	DELIVERED ZONE NO.1	ZONE NO.2	ZONE NO.3	ZONE NO.4	PICKED UP AT: BIDDERS LOCATION "A"	"B"	"C"
1, 2, 10F					3.55	3.55	
53, 73					3.55	3.55	
4, 5					3.90	3.90	
7, 8, 9 (TYPE "0")					4.10	4.15	
11, 12 (TYPE "0")					4.20	4.20	
RIP RAP (STATE 12)					3.55	3.55	
SAND							
14-2					—	5.35	
17					—	—	
SAND FILL					—	—	
GRAVEL							
12, 4					—	—	
BANK GRAVEL SCREENED					—	—	
BANK GRAVEL UNSCREENED					—	—	
CRUSHED GRAVEL 53, 73					—	—	
B-BORROW					4.20	3.75	
TOP SOIL							
TOP SOIL SCREENED					—	—	
TOP SOIL UNSCREENED					—	—	
BLACK DIRT					—	—	
SANDY LOAM					—	—	
FILL DIRT					—	—	
PUG MILL					1.00 + Material	—	

PLEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIAL:

LOCATION "A": Ardmore Plant 6100 Ardmore Ave.

LOCATION "B": Woodburn Plant 17831 Highway 24

LOCATION "C":

Certified Copy

SEABOARD SURETY COMPANY

MM 4543

No. 2060

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint Lori A. Durczyniski or Karen S. Stewart or Suzanne K. Warner

of Toledo, Ohio

its true and lawful Attorney-in-Fact, **to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature** as follows: Limited and just executing bonds for France Stone Company. Without Limitations.

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect:

ARTICLE VII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto.

Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company (a) by the Chairman of the Board, the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary; or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice-President to make such signature; or (c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this 30th day of April 19 87

SEABOARD SURETY COMPANY 1927 STATE OF NEW YORK

Attest:

(Seal) Lia A. Rillo
Assistant Secretary

SEABOARD SURETY COMPANY,
By Michael B Keegan
Vice-President

STATE OF NEW JERSEY
COUNTY OF SOMERSET ss.:

On this 30th day of April 19 87, before me personally appeared Michael B. Keegan a Vice-President of SEABOARD SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New Jersey, that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.

(Seal) FELICE M. CATALANO
NOTARY PUBLIC OF NEW JERSEY
My Commission Exp. June 4, 1991

Felice Catalano
Notary Public

CERTIFICATE

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY.

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970.

"RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds, underwriting undertakings or other instruments described in said Article VII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this ____ day of ____ 19____

SEABOARD SURETY COMPANY 1927 STATE OF NEW YORK

Elizabeth Druliwicz
Assistant Secretary

Form 957 (Rev. 7/84)

For verification of the authenticity of this Power of Attorney you may call, collect, 212-943-7440 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above named individual(s) and details of the bond to which the power is attached.

SEABOARD SURETY COMPANY

HOME OFFICE: NEW YORK, N. Y.

PROPOSAL BOND

Know all Men by these Presents:

THAT WE, The France Stone Company, Subsidiary of The General Crushed Stone Company, A Member of THE BEAZER GROUP

as principal, and SEABOARD SURETY COMPANY, a corporation under the laws of the State of New York, having its principal place of business in the City of New York, New York, as surety, are held and firmly bound unto City of Fort Wayne
City/County Building, Room 350
One Main Street
Fort Wayne, IN 46802

as obligee, in the sum of Five Percent (5%) of Bid

DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 10th day of November 19 88 .

WHEREAS, the said principal is herewith submitting its proposal for

supplying crushed limestone

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid principal shall be awarded the contract upon said proposal and shall within the required number of days after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void; otherwise the principal and surety will pay unto the obligee the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the said work if the latter amount be in excess of the former; but in no event shall the surety's liability exceed the penal sum hereof.

THE FRANCE STONE COMPANY
Subsidiary of The General Crushed Stone Company, A Member of THE BEAZER GROUP
Principal

By Robert W. Bauer
Assistant Treasurer

SEABOARD SURETY COMPANY

By Suzanne K. Parker
Attorney-in-Fact

Form 136

Prescribed by the State Board of Accounts

Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: November 18, 1988

1. Governmental Unit: City of Fort Wayne
2. County: Allen
3. Bidder (Firm): The France Stone Company
   Address: 6100 Andmore Ave.
   City/State: Fort Wayne, IN 46809
4. Telephone Number: (219) 747-3105
5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

John C. Heim
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
_____ COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

The France Stone Company
Bidder (Firm)

John C. Heim Mgr.
Signature of Bidder or Agent

Subscribed and sworn to before me this 18TH day of Nov., 1988.

My Commission Expires: 9-19-91

County of Residence: Allen

Andrew C Kurtz Jr
Notary Public

ANDREW C. KURTZ, JR.
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

ATTACHMENT C

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of THE FRANCE STONE Co., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHERERS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of THE FRANCE STONE Co., that JOHN HEIM does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 18th day of November, 1988.

THE FRANCE STONE Co.
(Name of Bidder/Vendor)

Andy Kurtz Mgr. Sales
(Name and Title of Person Signing)

5. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.) _____

N.A.

6. List minority recruitment sources: _____

N.A.

7. Does your company anticipate an increase in employment this year? ____Yes ✓ No
Approximately how many ? _____

8. What specific goals can you achieve for the employment of minorities during 1987-88?

A. Officials and Managers _____ %
B. Professionals _____ %
C. Technicians _____ %
D. Sales Workers _____ %
E. Office and Clerical _____ %
F. Skilled Craftsmen _____ %
G. Other _____ %

9. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of The France Stone Co. that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy The France Stone Co. will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The France Stone Co will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

The France Stone Co. 11-18-88
Name of Company or Firm Date

Andy Kurtz
Signature of Highest Company Official

Andy Kurtz - Mgr. Sales
Name and Title of Signer (Please type or Print)

ATTACHMENT D CONT'D

CITY OF FORT WAYNE

AFFIRMATIVE ACTION PROGRAM

Name of Company #8 The France Stone Co.

Address 6100 Ardmore Ave. City Ft. Wayne

Zip 46802 Phone 747-3105

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

PLEASE PRINT Andy Kurtz Title Mgr. Sales

Date 11-18-88 Signature Andy Kurtz

1. Does your firm have a written Affirmative Action Program? ✓ Yes _____ No

   A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.

   B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? _____ Yes _____ No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? _____ Yes _____ No

3. Current number of employees 48

   Number of employees as of October 1987 51 January 1988 52 April 1988 55 and July 1988 48

4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL	EMPLOYEES BY RACE/ETHNICITY/SEX								
			W		BLK		H		OTHER		(DESIGNATE
			M	F	M	F	M	F	M	F	
Offic. Mgrs.		3	3								
Professionals		0									
Technicians		2		2							
Sales Workers		1	1								
Office & Clerical		5	2	3							
Craft Workers (Skilled)		13	12				1				
Operatives (Semi Skilled)		16	13		3						
Laborers		8	8								

Handicapped: _____ Yes _____ No List Number _____

B – Black (not of Hispanic Origin) H – Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN – American Indian or Alaskan Native API – Asian or Pacific Islanders F – Females

ATTACHMENT D CONT'D

STATISTICAL INFORMATION
FOR
AFFIRMATIVE ACTION/CONTRACT COMPLIANCE

The France Stone Co.
Name of Contractor or Supplier

Andy Kurtz
(Information Given By)

6100 Ardmore Ave 747-3105
Address And Telephone Number

- See Attachment -
(Person Fillin Out This Form And Date)

EOC CATEGORY	EMPLOYEES BY RACE/ETHNICITY/SEX									HANDICAPPED EMPLOYEES									TOTAL EMPLOYEES
	W		BLK		H		Other			W		BLK		H		Other			
	M	F	M	F	M	F	M	F	(Designate)	M	F	M	F	M	F	M	F	(Designate)	
OFFICAL & ADMINISTRATORS	3																		3
PROFESSIONALS																			
TECHNICIANS		2																	2
OPERATIVES	13		3																16
LABORER	8																		8
OFFICE AND CLERICAL	2	3																	5
SKILLED CRAFT WORKERS	12				1														13
SERVICE-MAINTENANCE WORKERS																			
SALES WORKERS	1																		1
TOTALS	39	5	3		1														48
PERCENTAGES																			

ATTACHMENT E

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: Nov. 18, 1988

The France Stone Co.
Name of Bidder

By: Andy Kurtz

Title: Mgr. Sales

Official Address: (including zip code)

6100 Ardmore Ave.
Ft. Wayne, In 46809

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE 11-22-88 @ 11:00 AM BID REFERENCE # 1353

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR Aggregates including: Stone, Gravel, Sand, etc 1988/89 requirements for the City Of Fort Wayne

AND REQUESTED BY City of Ft Wayne Street Dept

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A $500.00 BID BOND OF ALL BIDDERS.
THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ % IF PAID WITHIN _____ DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Canton Sand & Gravel, Inc
STREET ADDRESS 16916 Kell Road
CITY Huntertown, IN.
BY Dave L Rodocker PHONE 637-3123
REPRESENTATIVE SIGNATURE

Canyon

BID REFERENCE #1353

STATE PRICE PER TON

CRUSHED LIMESTONE	DELIVERED ZONE NO.1	ZONE NO.2	ZONE NO.3	ZONE NO.4	PICKED UP AT: BIDDERS LOCATION "A"	"B"	"C"
1, 2, 10F							
53, 73							
4, 5							
7, 8, 9 (TYPE "O")							
11, 12 (TYPE "O")							
RIP RAP (STATE 12)							
SAND							
4-2	5.50	4.75	5.00	5.00	2.80		
7	7.80	6.80	7.50	7.50	6.90		
SAND FILL					2.25		
GRAVEL							
2, 4	7.00	6.50	7.00	7.00	4.00		
BANK GRAVEL SCREENED	5.50	4.95	4.75	4.75	2.75		
BANK GRAVEL UNSCREENED	5.50	4.80	4.25	4.25	2.25		
CRUSHED GRAVEL 53, 73							
S-BORROW	5.90	5.90	5.90	5.90	2.70		
TOP SOIL							
TOP SOIL SCREENED	10.50	10.75	10.50	10.50	10.75		
TOP SOIL UNSCREENED	9.50	9.30	9.50	9.50	9.00		
BLACK DIRT							
SANDY LOAM	9.50	9.30	9.50	9.50	9.00		
FILL DIRT	4.50	3.75	3.75	3.75	1.50		
MUG MILL							

PLEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIAL:

LOCATION "A": Kell Road Pit Huntertown

LOCATION "B":

LOCATION "C":

PS - 2

Transamerica Insurance Services

Transamerica Insurance Company
A Stock Company / Home Office: Los Angeles, California

Bid Bond

Approved by The American Institute of Architects
A.I.A. Document No. A-310 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we

CANYON SAND -- GRAVEL, INC.

as Principal, hereinafter called the Principal, and TRANSAMERICA INSURANCE COMPANY, a corporation duly organized under the laws of the State of California, as Surety, hereinafter called the Surety, are held firmly bound unto

City of Fort Wayne

as Obligee, hereinafter called the Obligee, in the sum of Five Hundred and NO/100----------

Dollars ($----------),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Aggregate Bid Including Stone, Gravel, Sand
Calendar Year 1988-1989

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd day of November A.D. 19 88

CANYON SAND - GRAVEL, INC. (Seal)
Principal
BY: Dan L Godocker Owner
Title

YASTE, ZENT & RYE AGENCY, INC.
Kathleen Y Conrad

Transamerica Insurance Company (Seal)
Surety
By:
Attorney-in-Fact

583

(8/80)

Transamerica
Insurance Services

Transamerica Insurance Company
A Stock Company / Home Office: Los Angeles, California

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS:

That **TRANSAMERICA INSURANCE COMPANY**, a corporation of the State of California, does hereby make, constitute and appoint --- Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski, or Diane T. Green, each individually of Fort Wayne, Indiana---

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf on the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows: --- any and all bonds or undertakings UNLIMITED in amount, in any single instance, for or on behalf of this Company in its business, and in accordance with its charter,---

and to bind **TRANSAMERICA INSURANCE COMPANY** thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect.

ARTICLE VII

SECTION 30. All policies, bonds, undertakings, certificates of insurance, cover notes, recognizances, contracts of indemnity, endorsements, stipulations, waivers, consents of sureties, re-insurance acceptances or agreements, surety and co-surety obligations and agreements, underwriting undertakings, and all other instruments pertaining to the insurance business of the Corporation, shall be validly executed when signed on behalf of the Corporation by the President, any Vice President or by any other officer, employee, agent or Attorney-in-Fact authorized to so sign by (i) the Board of Directors, (ii) the President, (iii) and Vice President, or (iv) any other person empowered by the Board of Directors, the President or any Vice President to give such authorization; provided that all policies of insurance shall also bear the signature of a Secretary, which may be a facsimile, and unless manually signed by the President or a Vice President, a facsimile signature of the President. A facsimile signature of a former officer shall be of the same validity as that of an existing officer.

The affixing of the corporate seal shall not be necessary to the valid execution of any instrument, but any person authorized to execute or attest such instrument may affix the Corporation's seal thereto.

This Power of Attorney is signed and sealed by a facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of October 1963.

"Resolved, That the signature of any officer authorized by the By-laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, TRANSAMERICA INSURANCE COMPANY has caused these presents to be signed by its proper officer and its corporate seal to hereunto affixed this 21st day of July ,19 87

By J.H. Tanner, Vice President

State of California)
County of) ss

On this 21st day of July , 19 87 , before me Hazel Yamasawa, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared J.H. Tanner personally known to me (or proved to me on the basis of satisfactory evidence) to be a Vice President of **TRANSAMERICA INSURANCE COMPANY** the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

OFFICIAL SEAL
HAZEL YAMASAWA
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Sept. 30, 1988

Hazel Yamasawa, Notary Public
in and for the County of Los Angeles, California

1719 D

(Continued)

6-86

Prescribed by the State Board of Accounts — Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: November 7, 1988

1. Governmental Unit: City of Fort Wayne
2. County: Allen
3. Bidder (Firm): Canyon Sand and Gravel, Inc.
   Address: 16916 Kell Road
   City/State: Huntertown, Indiana 46748
4. Telephone Number: [219] 637-3123
5. Agent of Bidder (if applicable): Dave L. Rodocker

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Dave L Rodocker
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Allen COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

CANYON SANDY GRAVEL
Bidder (Firm)

Dave L. Rodocker
Signature of Bidder or Agent

Subscribed and sworn to before me this 14th day of November 1988.

My Commission Expires: 4-24-90

County of Residence: Allen

Rose Marie Rodocker
Notary Public

Rose Marie Rodocker
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

ATTACHMENT C

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Canyon Sand and Gravel, Inc., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Canyon Sand and Gravel, Inc., that Canyon Sand and Gravel, Inc. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 11 day of November, 1988.

Canyon Sand and Gravel, Inc.
(Name of Bidder/Vendor)

Dave L Bodecker (owner)
(Name and Title of Person Signing)

ATTACHMENT D CONTINUED

CITY OF FORT WAYNE
AFFIRMATIVE ACTION PROGRAM

Name of Company CANYON SAND & GRAVEL, INC.

Address 16916 KELL ROAD City HUNTERTOWN

Zip 46748 Phone 637-3123

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

DAVE L. RODOCKER (PLEASE PRINT) — OWNER (Title)

Date 11-8-88 Signature Dave L. Rodocker

1. Does your firm have a written Affirmative Action Program? _____ Yes _____ No

   A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.

   B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? X Yes _____ No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? X Yes _____ No

3. Current number of employees 4

   Number of employees as of October 1987 4 January 1988 4 April 1988 4 and July 1988 4

4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL
CRANE OPERATOR	$8.00 per hour	
LOADER OPERATOR	$8.15 per hour	
SALESMAN	$10.40 per hour	
SECRETARY	$6.10 per hour	

EMPLOYEES BY RACE/ETHNICITY/SEX									
W		BLK		H		OTHER		(DESIGNATE)
M	F	M	F	M	F	M	F	
X								
X								
X								
	X							

Handicapped: _____ Yes X No

List Number 4

B – Black (not of Hispanic Origin) H – Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI.AN – American Indian or Alaskan

5. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.) SMALL FAMILY OWNED BUSSINESS, WORK SLOW NEED FOR EXTRA HELP NOT NEEDED AT TIME

6. List minority recruitment sources: EMPLOYMENT BUREAU

7. Does your company anticipate an increase in employment this year? ____Yes __X__ No
Approximately how many? _____

8. What specific goals can you achieve for the employment of minorities during 1987-88?

A. Officials and Managers _____ %
B. Professionals _____ %
C. Technicians _____ %
D. Sales Workers _____ %
E. Office and Clerical _____ %
F. Skilled Craftsmen _____ %
G. Other _____ %

9. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of CANYON SAND & GRAVEL, INC that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy CANYON SAND AND GRAVEL will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The CANYON GRAVEL will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

CANYON SAND & GRAVEL — 11-8-88
Name of Company or Firm — Date

Dave L Rodocker
Signature of Highest Company Official

DAVE L RODOCKER - OWNER
Name and Title of Signer (Please type or Print)

ATTACHMENT D CONTINUED

STATISTICAL INFORMATION
FOR
AFFIRMATIVE ACTION/CONTRACT COMPLIANCE

CANYON SANDY GRAVEL, INC
Name of Contractor or Supplier

DAVE L RODECKER
(Information Given By)

16916 KELL ROAD = HUNTERTOWN 637-3123
Address And Telephone Number

Dave L. Rodecker 11-8-88
(Person Fillin Out This Form And Date)

EEOC CATEGORY	EMPLOYEES BY RACE/ETHNICITY/SEX									HANDICAPPED EMPLOYEES										TOTAL EMPLOYEES
	W		BLK		H		Other			W		BLK		H		Other				
	M	F	M	F	M	F	M	F	(Designate)	M	F	M	F	M	F	M	F	(Designate)	
1. OFFICAL & ADMINISTRATORS	1								owner + operator											
2. PROFESSIONALS																				
3. TECHNICIANS																				
4. OPERATIVES	2								crane + loader											
5. LABORER																				
6. OFFICE AND CLERICAL	1								office sec.											
7. SKILLED CRAFT WORKERS																				
8. SERVICE-MAINTENANCE WORKERS																				
9. SALES WORKERS																				
TOTALS	4																			
PERCENTAGES	100%																			

ATTACHMENT E

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: Nov 8, 1988

CANYON SAND & GRAVEL, INC
Name of Bidder

By: Donald Rodocker

Title: owner

Official Address: (including zip code)

16916 Kell Road
HUNTERTOWN, IN 46748

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE 11-22-88 @ 11:00 AM BID REFERENCE # 1353

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR Aggregates including: Stone, Gravel, Sand, etc 1988/89 requirements for the City Of Fort Wayne

AND REQUESTED BY City of Ft Wayne Street Dept

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A $500.00 BID BOND OF ALL BIDDERS.
THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ %
IF PAID WITHIN _____ DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Hixson Sand & Gravel Inc.
STREET ADDRESS 6178 CR 7
CITY, Garrett, IN. 46738
BY Terry L. Hixson Secy. PHONE 357-4477
REPRESENTATIVE SIGNATURE

HIXSON

BID REFERENCE #1353

STATE PRICE PER TON

	DELIVERED				PICKED UP AT: BIDDERS LOCATION		
CRUSHED LIMESTONE	ZONE NO.1	ZONE NO.2	ZONE NO.3	ZONE NO.4	"A"	"B"	"C"
1, 2, 10F	5.45	5.45	5.80	6.15			
53, 73	5.45	5.45	5.80	6.15			
4, 5	5.80	5.80	6.10	6.45			
7, 8, 9 (TYPE "O")	6.00	6.00	6.30	6.85			
11, 12 (TYPE "O")	6.20	6.20	6.70	7.15			
RIP RAP (STATE 12)	5.75	5.75	6.05	6.40			
SAND							
14-2	4.25	4.25	4.25	4.25	3.25		
17	6.35	6.35	8.50	8.50	4.50		
SAND FILL	4.00	4.25	4.35	4.35	2.00		
GRAVEL							
12, ~~X~~	6.95	6.95	6.95	6.95	4.50		
BANK GRAVEL SCREENED	5.15	5.15	5.15	5.15	3.15		
BANK GRAVEL UNSCREENED	4.75	4.75	4.75	4.75	2.75		
CRUSHED GRAVEL 53, 73	6.35	6.35	6.35	6.35	4.35		
B-BORROW	4.00	4.00	4.35	4.35	2.00		
TOP SOIL							
TOP SOIL SCREENED							
TOP SOIL UNSCREENED	8.90	8.90	8.90	8.90	6.75		
BLACK DIRT							
SANDY LOAM	8.90	8.90	8.90	8.90	6.75		
FILL DIRT	4.00	4.00	4.00	4.00	2.00		
PUG MILL							

PLEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIAL:

LOCATION "A": SR 205 / CO. RD. 7 So. ½ mi DEKALB COUNTY

LOCATION "B":

LOCATION "C":

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of $_____. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows: IN 20 TON DUMP TRUCK LOADS.

_____

_____

_____

_____

/ / 2. Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or "X".)

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the times spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $_____ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the

Prescribed by the State Board of Accounts — Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: 11-22-88

1. Governmental Unit: CITY OF FT. WAYNE
2. County: ALLEN
3. Bidder (Firm): HIXSON SAND & GRAVEL, INC.
   Address: 6178 CR 7
   City/State: GARRETT, IN.
4. Telephone Number: 219 357 4477
5. Agent of Bidder (If applicable): LARRY J. HIXSON SEC'Y

Pursuant to notices given, the undersigned offers bid(s) to CITY OF FT. WAYNE (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Larry J. Hixson Secy
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
DEKALB COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

HIXSON SAND & GRAVEL, INC.
Bidder (Firm)
Larry J. Hixson Secy.
Signature of Bidder or Agent

Subscribed and sworn to before me this 22nd day of November, 1988.

My Commission Expires: March 23, 1990
County of Residence: Noble

Connie S. Clark
Notary Public

Connie S. Clark
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

ATTACHMENT A

MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. X The undersigned firm certifies that it is an ~~MBE~~/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership 50 %.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision), shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ____%. (Cross out inapplicable provision.)

C. The undersigned commits _____% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.			
2.			
3.			

D. The undersigned commits _____% of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

	NAME OF FIRM	ADDRESS	TYPE OF WORK
1.			
2.			
3.			

ATTACHMENT A CONT'D

E. Complete (1.) and (2.) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:_____

_____

_____

_____

2. We have taken the following steps in an attempt to comply with these participation goals:_____

_____

_____

_____

_____

(Attach additional sheets as necessary.)

SUPPLIER

~~Contractor~~: HIXSON SAND & GRAVEL, INC Contractor:_____

By: _____ By:_____

Its: _____ Its:_____

ATTACHMENT C

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of ITS OFFICERS, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of ITS OFFICERS, that HIXSON SAND & GRAVEL, INC. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 22 day of NOV., 1988.

HIXSON SAND & GRAVEL, INC.
(Name of Bidder/Vendor)

[signature]
(Name and Title of Person Signing)

ATTACHMENT D CONT'D

CITY OF FORT WAYNE
AFFIRMATIVE ACTION PROGRAM

Name of Company HIXSON SAND & GRAVEL, INC.

Address 6178 CR 7 City GARRETT

Zip 46738 Phone 357-4477

Identify by title and name the highest official within the facility who has the overall responsibility for the implementation of the Equal Employment Opportunity and Affirmative Action Program.

LARRY J. HIXSON SEC'Y

PLEASE PRINT Title

Date 11/22/88 Signature Larry J. Hixson

1. Does your firm have a written Affirmative Action Program? ____ Yes X No

   A. If so, and it contains answers to the questions asked in this program, attach a copy and sign the Written Statement of Company Policy.

   B. If not, do you accept the following program in meeting the requirements of the City of Fort Wayne? X Yes ____ No

PLEASE KEEP IN MIND THAT FAILURE TO COMPLETE ALL SECTIONS OF THIS DOCUMENT WILL RESULT IN YOUR PROGRAM BEING REJECTED.

2. Will your firm make every effort to increase employment of minorities at all levels of its workforce with particular emphasis to categories where few, if any, minority people are employed? X Yes ____ No

3. Current number of employees 9

   Number of employees as of October 1987 8 January 1988 7 April 1988 9 and July 1988 9

4. Workforce Analysis:

JOB CLASSIFICATION	WAGE RATE OR SALARY RANGE	TOTAL	EMPLOYEES BY RACE/ETHNICITY/SEX								
			W		BLK		H		OTHER		(DESIGNATE)
			M	F	M	F	M	F	M	F	
OFFICE	6.00 to 10.00	2	1	1							
EQUIP. OPERATORS	6.00 to 10.00	7	7								

Handicapped: ____ Yes X No List Number 9

B - Black (not of Hispanic Origin) H - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture of origin) AI, AN - American Indian or Alaskan Native API - Asian or Pacific Islanders F - Females

5. If total minority employment is less than 20% give reasons why. (Do not include Females when you figure minority employment percentages.) FAMILY OWNED & OPERATED.

6. List minority recruitment sources: NONE

7. Does your company anticipate an increase in employment this year? ____ Yes X No
Approximately how many? ____

8. What specific goals can you achieve for the employment of minorities during 1987-88?

A. Officials and Managers ____ %
B. Professionals ____ %
C. Technicians ____ %
D. Sales Workers ____ %
E. Office and Clerical ____ %
F. Skilled Craftsmen ____ %
G. Other ____ %

9. WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of HIXSON SAND & GRAVEL, INC. that Equal Employment Opportunity be afforded to all qualified persons without regard to race, sex, religion, color or national origin. In support of this policy HIXSON SAND & GRAVEL, INC. will not discriminate against any employee or applicant for employment because of race, religion, sex or national origin. The OFFICERS will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action will include but not be limited to: recruitment, advertising or solicitation for employment hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

HIXSON SAND & GRAVEL INC. 11/22/88
Name of Company or Firm Date

[signature]
Signature of Highest Company Official

LARRY J. HIXSON
Name and Title of Signer (Please type or Print)

ATTACHMENT D CONT'D

STATISTICAL INFORMATION
FOR
AFFIRMATIVE ACTION/CONTRACT COMPLIANCE

HIXSON SAND & GRAVEL, INC.
Name of Contractor or Supplier

6178 CR 7 GARRETT, IN. 46738
357-4477
Address And Telephone Number

LARRY J. HIXSON
(Information Given By)

LARRY J. HIXSON
(Person Fillin Out This Form And Date)

EEOC CATEGORY	EMPLOYEES BY RACE/ETHNICITY/SEX									HANDICAPPED EMPLOYEES									TOTAL EMPLOYEES
	W		BLK		H		Other			W		BLK		H		Other			
	M	F	M	F	M	F	M	F	(Designate)	M	F	M	F	M	F	M	F	(Designate)	
1. OFFICAL & ADMINISTRATORS	1																		1
2. PROFESSIONALS																			
3. TECHNICIANS																			
4. OPERATIVES																			6
5. LABORER	6																		1
6. OFFICE AND CLERICAL		1																	
7. SKILLED CRAFT WORKERS																			
8. SERVICE-MAINTENANCE WORKERS	1																		1
9. SALES WORKERS																			
TOTALS	8	1																	9
PERCENTAGES																			

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: 11-22, 1988

HIXSON SAND & GRAVEL, INC.
Name of Bidder

By: Larry J. Hixson

Title: SECY.

Official Address: (including zip code)

6178 CR 7
GARRETT, IN. 46738

AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

BID OR PROPOSAL BOND

Know all Men by these Presents,

That we, Hixson Sand & Gravel, Inc.

of 6178 CR 7, Garrett, Indiana, 46738 (hereinafter called the Principal), as Principal, and AMERICAN STATES INSURANCE COMPANY (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Fort Wayne, Allen County, Indiana

(hereinafter called the Obligee) in the penal sum of Five Hundred and no/100 ---------- Dollars ($ 500.00) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED and SEALED this 22nd day of November 19 88.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Obligee on a contract for supply of aggregates for calendar year 1989.

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond be required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

Hixson Sand & Gravel, Inc.

Larry S. Hixson Secy.

AMERICAN STATES INSURANCE COMPANY

By Ronald W. Dicke

Ronald W. Dicke Attorney-in-Fact

Form 9-1027
6-62

American States Insurance Company
INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint

---------- RONALD W. DICKE AND BERNARD R. BRENNAN----------

(Jointly or Severally)

of Garrett and State of Indiana its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS ---------- and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its Assistant Secretary and its corporate seal to be hereto affixed this 17th day of December A. D. 19 84.

(SEAL)

ATTEST: Dan W. Guio
Assistant Secretary

AMERICAN STATES INSURANCE COMPANY
By Alanson T. Abel
Assistant Vice-President

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 17th day of December, A. D., 19 84, before me personally came Alanson T. Abel, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said Alanson T. Abel further said that he is acquainted with Dan W. Guio and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES
February 14, 1988
My Commission Expires

Sally J. Sinkler
Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Dan W. Guio, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the president or a vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 22nd day of November, A. D., 19 88.

(SEAL)

Dan W. Guio
Assistant Secretary

Form 9-1459 (8-80)

214-111

INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET-ROOM 350
PHONE 219-427-1101

BID OPENING DATE 11-22-88 @ 11:00 AM BID REFERENCE # 1353

BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 AM, ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 AM IN THE BOARD OF WORKS AND SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 AM FOR ANY REASON WHATSOEVER."

THIS INVITATION FOR BID IS FOR Aggregates including: Stone, Gravel, Sand, etc 1988/89 requirements for the City Of Fort Wayne

AND REQUESTED BY City of Ft Wayne Street Dept

PLEASE RETURN THIS FORM AND/OR ANY OF THE OTHER FORMS AS REQUESTED AND HI-LIGHTED ON THE SHEET OF CONTENTS WITH YOUR SEALED BID.

THIS BID REQUIRES A $500.00 BID BOND OF ALL BIDDERS.
THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ %
IF PAID WITHIN _____ DAYS.

THE CITY OF FORT WAYNE IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS 356-001-255 0013, PRICES SHOULD NOT INCLUDE THESE TAXES.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME P. C. Brudi Stonee& Gravel Co., Inc.
STREET ADDRESS 2110 Lower Huntington Road
CITY Fort Wayne, Indiana 46819
BY Tommie Jean Brudi PHONE 747-4165
REPRESENTATIVE SIGNATURE

Brudi

BID REFERENCE #1353

STATE PRICE PER TON

CRUSHED LIMESTONE	DELIVERED ZONE NO.1	ZONE NO.2	ZONE NO.3	ZONE NO.4	PICKED UP AT: BIDDERS LOCATION "A"	"B"	"C"
1, 2, 10F							
53, 73							
4, 5							
7, 8, 9 (TYPE "0")							
11, 12 (TYPE "0")							
RIP RAP (STATE 12)							
SAND							
14-2					2.75		
17							
SAND FILL					2.00	2.00	
GRAVEL							
12, 4							
BANK GRAVEL SCREENED					2.00		
BANK GRAVEL UNSCREENED					1.75		
CRUSHED GRAVEL 53, 73							
B-BORROW					2.00	2.00	
TOP SOIL							
TOP SOIL SCREENED					7.75		
TOP SOIL UNSCREENED					5.25		
BLACK DIRT							
SANDY LOAM							
FILL DIRT					1.75		
PUG MILL							

PLEASE LIST LOCATION ADDRESS FOR PICK-UP OF MATERIAL:

LOCATION "A": ~~(Pit #4)~~ Cedar Canyon Rd. 1/4 Mile East of SR 3 on Cedar Canyon Rd.

LOCATION "B": ~~(Pit #3)~~ Brooks Rd. End of Brooks Rd. approx. $\frac{1}{2}$ mile off Leo Rd.

LOCATION "C":

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the completed delivery of the supplies.

All supplies and deliveries of supplies will be in accordance with: the IFB, this contract and any applicable plans, specifications, and drawings for a TOTAL PRICE of $22600.00. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.) The supplies shall be delivered as follows:

Plant pick up only.

[ ] 2. Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or "X".)

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of the essence of this agreement, and the contractor agrees that it will deliver the supplies as herein called for on or before the times spelled out in the contract. The parties agree that it is a business and governmental necessity that the supplies be delivered by these dates. The parties agree that in the event the supplies are not delivered by these dates, that it will be difficult or impossible to make an accurate determination of the damages that will be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $_____ per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay delivery of supplies. Therefore, the parties agree that delays in the dates for delivery of supplies beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not restricted to: Acts of God or of the public enemy, acts of the United States Government, State of Indiana Government and City of Fort Wayne in either its sovereign or contractual capacity, fires, floods, epidemics, guarantee restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond control and without the fault or negligence of the contractor. If the

PHONE 747-4165

PAUL C. BRUDI STONE & GRAVEL CO., INC.

OFFICE & PIT: 2110 LOWER HUNTINGTON ROAD • P.O. BOX 9327 • FORT WAYNE, IND. 46819

Item	Quantity	Unit	Description	Price	Amount	Location
14/23 Sand	1000	tons	#14 or 23 natural sand	2.75	2750.00	"A"
Sand Fill	2000	tons	Sand Fill	2.00	4000.00	"A & B
Bank Gravel Screened	2000	tons	Bank Gravel Screened	2.00	4000.00	"A"
Bank Gravel Unscreened	2000	tons	Bank Gravel Unscreened	1.75	3500.00	"A"
B-Bofrow	2000	tons	B-Borrow	2.00	4000.00	"A & B
Top Soil Screened	200	tons	Top Soil	7.75	1550.00	"A"
Top Soil ,Unscreened	200	tons	Top Soil	5.25	1050.00	"A"
Fill Dirt	1000	tons	Fill Dirt	~~2.00~~ 1.75	1750.00	"A"

* "A" & "B" Defined on Previous page.

n

Prescribed by the State Board of Accounts — Form No. 95 (Revised 1987)

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: November 18, 1988

1. Governmental Unit: Department Of Purchases - City Of Fort Wayne
2. County: Allen
3. Bidder (Firm): Paul C. Brudi Stone & Gravel Co., Inc.
   Address: P.O. Box 9327
   City/State: Fort Wayne, IN 46899
4. Telephone Number: (219) 747-4165
5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to Department of Purchases, City of Ft. Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Jimmie Jay Brudi Pres.
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Allen COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Paul C. Brudi Stone & Gravel Co., Inc
Bidder (Firm)

Jimmie Jay Brudi Pres.
Signature of Bidder or Agent

Subscribed and sworn to before me this 18th day of November 19 88.

My Commission Expires: MAR. 12, 1991

County of Residence: Allen

John A. Carpenter
Notary Public

JOHN A. CARPENTER, NOTARY PUBLIC
ALLEN COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES 03-12-91
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Members:

_____ _____
_____ _____
_____ _____

ATTACHMENT C

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Paul C. Brudi Stone & Gravel Co., Inc., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Paul C. Brudi Stone & Gravel Co., Inc., that Paul C. Brudi Stone & Gravel Co., Inc. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 18th day of November, 1988.

Paul C. Brudi Stone & Gravel Co., Inc.
(Name of Bidder/Vendor)

Jennifer Jay Brudi
(Name and Title of Person Signing)

The City of Fort Wayne

October 28, 1988

Mr. Jimmie Jay Brudi
Paul C. Brudi Stone & Gravel Co., Inc.
2110 Lower Huntington Road
P.O. Box 9328
Fort Wayne, IN 46899

RE: **Affirmative Action Plan**

Dear Mr. Brudi:

This letter is to notify you that your Affirmative Action Plan has been received by the City of Fort Wayne, Indiana. Equal Employment Opportunity and Affirmative Action are very important to the City of Fort Wayne and to the people of our community. We look forward to assisting you in reaching our mutual goals. Your plan will be in effect for one year and the expiration date is October 21, 1989. Thank you for your cooperation.

Sincerely,

Joe Adams

Joe Adams
Compliance Officer

JA/rem

cc: Charles Bailey

ATTACHMENT E

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: Nov. 18, 19 88

Paul C. Brudi Stone & Gravel Co., Inc.
Name of Bidder

By: Jimmie Jay Brudi Pres.

Title: President

Official Address: (including zip code)

P.O. Box 9327

Fort Wayne, IN 46899

UNITED STATES FIDELITY AND GUARANTY COMPANY

Baltimore, Maryland

(A Stock Company)

BID BOND

BOND NUMBER .....

KNOW ALL MEN BY THESE PRESENTS:

THAT PAUL C. BRUDI STONE & GRAVEL COMPANY, INC.

..... of Fort Wayne, Indiana

....., as Principal , and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto.....

Department of Purchasers, City of Fort Wayne

as Obligee, in the full and just sum of Five Hundred and oo/100----------

..... Dollars,

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal

Aggregates - including Stone, Sand & Gravel
1988/1989 Requirements

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered November 22, 1988
(Date)

PAUL C. BRUDI SAND & GRAVEL COMPANY, INC. (SEAL)

BY: Jimmie Jay Brudi Pres (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

YASTE, ZENT & RYE AGENCY, INC.

Kathleen L. Conrad

Attorney-in-fact

Contract 11 (Revised) (1-74)

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97796

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne, State of Indiana, its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By W. Bradley Wallace
Vice-President.

(SEAL)

(Signed) John A. Umberger
Assistant Secretary.

STATE OF MARYLAND, BALTIMORE CITY, } ss:

On this 27th day of November, A. D. 1985, before me personally came W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19.86..

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND, BALTIMORE CITY, } Sct.

I, Saundra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL) (Signed) Saundra E. Banks
Clerk of the Circuit Court for Baltimore City.

FS 3 (1-83)

PRINTED IN U.S.A.

DIGEST SHEET

S88-12-12

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Reference No. 1353 with respect to the purchase of aggregates for various departments for the City of Fort Wayne through the Street Department for 1989. The costs reflect the lowest and most responsible vendors.

EFFECT OF PASSAGE: The departments using these materials will be able to acquire them quickly and efficiently as needed.

EFFECT OF NON-PASSAGE: Without these materials, projects cannot be completed in a timely fashion.

MONIES INVOLVED: $187000.00

Stoneco
Hixson
Canyon Sand
Stone St
Klink Trucking
Old Prairie
France
Brudi

SOURCE OF FUNDING:

Street Department
Fund Line: 128-128-1201-4271
128-128-1201-4273
Water Maintenance & Service
Fund Line: 513-522-M675-4271
513-522-M673-4271
WPC Maintenance
Traffic Engineering
Park Department

BILL NO. S-88-12-12

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding of Reference #1353 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and Stoneco, Hixson, Canyon Sand, Stone St., Klink Trucking, Old Prairie, France and Brudi for various departments of the City of Fort Wayne through the Street Department

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

YES		NO
Samuel J. Talarico	SAMUEL J. TALARICO CHAIRMAN	
Mark E. GiaQuinta	MARK E. GiaQUINTA VICE CHAIRMAN	
	DAVID C. LONG	
	JAMES S. STIER	
Janet G. Bradbury	JANET G. BRADBURY	

CONCURRED IN 12-27-88

Sandra E. Kennedy

Sandra E. Kennedy
City Clerk